

**BARCLAY ESTATES
NEIGHBORHOOD ASSOCIATION
Rules & Regulations**

THESE RULES AND REGULATIONS WILL BE ADOPTED AND PLACED INTO EFFECT AT THE BOARD MEETING ON OCTOBER, 25, 2005. HOMEOWNERS WILL BE ASKED TO COMPLY IMMEDIATELY AND WILL BE NOTIFIED OF ANY VIOLATIONS AFTER OCTOBER, 25, 2005.

BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION RULES & REGULATIONS

Preface

These Rules & Regulations have been adopted with the intent of providing the residents of Barclay Estates with a practical plan for day-to-day living. Its goal is to maintain our community as a first-class association and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of Homeownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Barclay Estates Neighborhood Association runs with the property. Each buyer of property within Barclay Estates is bound by the governing documents of the Association that include the Declaration of Covenants and By-Laws. Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declarations and By-Laws, which exist for the benefit of our community and helps to maintain our property values.

Requests for changes can be made in writing or in person through the Property Manager or directly to the Board. The Board on at least an annual basis will consider all requests for changes in good faith.

If you are found in violation and are fined, remember this action is taken because the majority of homeowners in Barclay Estates consider it just and proper.

Effective Rules and Regulations require the cooperation of all residents of the Association. The best approach to resolving the difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Management Office. Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

**BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION
RULES & REGULATIONS**

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BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION RULES & REGULATIONS

SECTION I – INTRODUCTION

- The following Rules & Regulations flow from the Declaration of Covenants. It is not the intent of these Rules & Regulations to be a substitute for the Declarations and By-Laws.
- To the extent that the provisions of applicable law (federal, state, or local), the Declarations, By-Laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-Laws, and the Rules & Regulations, in that order.
- These Rules & Regulations are binding on all Homeowners, Residents, their Families and Guests. The Homeowner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants or guests.
- The provisions of these Rules and Regulations can only be amended by vote of the Board of Directors in an open meeting following notice to the community of a pending change and allowing for a minimum 30 days for public comment.
- Architectural Review – Plans for any modification to the exterior of any home to include additions, decks, fences, driveways, etc. must be submitted to the Management Company and then reviewed by the Architectural Review Committee and Board of Directors for approval.

BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION RULES & REGULATIONS

SECTION II – DEFINITIONS

The following terms are defined in conjunction with the definitions laid forth in the Declaration of Covenants, Conditions and Restrictions for the Barclay Estates Neighborhood Association. These definitions are meant for reference only. Every effort was made to remain consistent with the content and intent of definitions in the Declarations. Any discrepancies or contradictions in terms will defer to the Declaration definition.

- **Association**
Refers to Barclay Estates Neighborhood Association.
- **Assessments**
The amount due from each Homeowner to fund Common Expenses.
- **A&A Form**
Abbreviation which refers to the Additions and Alterations Form. This form is required to be submitted, along with plans or drawings necessary to communicate an addition or alteration to the Architectural Review Committee and Board of Directors for any addition or alteration to the exterior of a property as outlined in the Declarations, By-laws, and Rules & Regulations. An A&A form must be reviewed and approved by the Architectural Review Committee and Board of Directors prior to beginning of work.
- **Board of Directors or Board**
Consists of a minimum of five (5) members of the community elected by the Association. They are responsible for the direction and administration of the Association. Each member of the Board shall be an owner and shall reside on the property.
- **By-Laws**
Contains regulations for the administration and management of the Association. It is recorded along with the Declarations with Will County against all properties within Barclay Estates.
- **Common Area**
Includes the berms along Boughton Road and Lindsey Lane, entrance ways and parkways.
- **Common Expenses**
Includes expenses incurred to maintain common areas and manage the Association, and support community-building activities.

- **Declarations**
Refers to the Declaration of Covenants, Conditions and Restrictions that has been recorded with Will County against all properties within Barclay Estates. The legal document that creates the plan for the Association provides for restriction of owner's rights, deed covenants/restrictions. It sets up the owners/association relationship and binds property owners both present and future.
- **Homeowner or Owner**
Refers to the primary property owner as stated on the deed for the property.
- **NOV**
Abbreviation which refers to Notice of Violation sent to violating Homeowners upon the second or continuing violation of a Covenant, By-Law, Rule, or Regulation.
- **Property Manager or Management Office**
A professional hired by the Board of Directors to manage the day-to-day affairs of the Association. Contact a Board Member for the current property manager name and address.
- **Properties**
All real property, common and private, within the Barclay Estates Neighborhood Association as defined by the Declarations.
- **Rear Yard and Front Lawn Area**
Rear Yard is defined as the portion of the Owner's property beginning 5' from the front corner furthest from the street of adjacent houses. An illustration is provided in Exhibit A for clarification. Fences on corner lots will be evaluated and approved by the Association Board on a case-by-case basis.

Front Lawn Area is defined as the portion of the Owner's property bordered by the front of the house, driveway, front sidewalk, and lot line.
- **Special Assessments**
An assessment levied to cover expenses above and beyond normal Common Expenses.
- **TCEA**
Abbreviation which refers to the Tree Conservation Easement Area covering Lots 597 to 609, both inclusive, and Lots 621 to 636, both inclusive.

BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION RULES & REGULATIONS

SECTION III – GENERAL RULES

Grandfather Clause

All structural infractions (e.g. fence position, additions, decks) that are not in compliance with the original Association Rules & Regulations prior to adoption of the 2005 Barclay Estates Neighborhood Association Rules & Regulations will not be considered an official violation. Any structural modifications that are made after the adoption of the Barclay Estates Neighborhood Association Rules & Regulations require review and approval by the Architectural Review Committee and Board of Directors. The Grandfather Clause does not exempt Homeowners in violation of Association Covenants, and does not apply to rental properties.

Rental properties with rental agreements signed prior to the adoption of the 2005 Barclay Estates Neighborhood Association Rules & Regulations may fulfill their agreements. Renewal of rental agreements or creation of new rental agreements after the adoption of the 2005 Barclay Estates Neighborhood Association Rules & Regulations must comply with said Rules & Regulations.

The following Rules are listed in alphabetical order and should be considered of equal importance by Homeowners.

Basketball hoops

Basketball hoops may be portable basketball standards or permanently installed pole standards that must be properly maintained, with no visible rust, and no missing or torn nets.

Portable standards are not to be located in the street and must be upright at all times. All portable standards must be located on or adjacent to the Owner's driveway and must not encroach on the neighbor's lot line or sidewalk. Portable standards should be properly weighted according to manufacturer's guidelines to prevent tip-over. The use of sandbags or other items piled on the base is not permitted.

Permanent standards may be placed along the Owner's driveway or in the rear yard of an Owner's property. Permanent standards must face the Owner's driveway or face a cement slab or brick surface located in the rear yard on the Owner's property. In no case may the permanent standard or cement slab be located in the front lawn area, common areas, attached to the house, or facing a sidewalk or street. Permanent standards must be cemented into the ground at a depth consistent with manufacturer's guidelines.

Berm

No homeowner shall alter the Boughton Road and Lindsey Lane berm in any way.

Board Member & Committee Member Compensation

Board Members and Association Committee Members serve on a volunteer basis. No Association Board Member or Committee Member may receive monetary or other tangible compensation from the Association. Failure to adhere to this covenant will result in immediate dismissal from the Association Board and/or Committee, ineligibility for future participation in Association leadership positions, and a fine equivalent to twice the value of the infraction.

Contractor Working Hours

Current Bolingbrook Ordinance restricts contractor working hours to:

Monday through Saturday, 7:00 a.m. – 7:00 p.m. and
Sundays, 8:00 a.m. – 7:00 p.m.

Refer to the Village Ordinance for the latest contractor working hours information.

Fences

Before any Homeowner or company may install a fence in Barclay Estates, a drawing and A&A Form must be submitted, reviewed, and approved by the Architectural Review Committee and Board of Directors. Replacement of existing fences due to damage or disrepair must meet the current guidelines as set forth by the Covenants, By-laws, and Rules & Regulations in place at the time of construction.

Flag Poles

Permanent flagpole plans and A&A form must be submitted, reviewed, and approved by the Architectural Review Committee and Board of Directors prior to installation.

Garage Sales

Four (4) GARAGE SALE signs are allowed for a limited time before and during the garage sale. The signs shall not exceed four square feet per face, and may be located, one each, at the Hartford Lane (2) and Lindsey Lane (1) entrances to the Barclay Estates community, and one in the front yard of the home. The signs shall not be put up more than twenty four (24) hours prior to the event, and must be removed upon the close of the event. The signs should be no more than 15 feet from the curb or street line.

Play Equipment

No play equipment such as swing sets and trampolines shall be placed in the front lawn area. All portable play equipment, such as trampolines excluding portable basketball hoops, that are visible from the street or common area shall be taken down or placed out of sight from December 1st until March 1st.

Rental Properties

Homeowners wishing to rent a property must receive written approval by the Board of Directors. The rental approval will apply for a period of one (1) year or until ownership of the property changes, whichever is sooner. The Homeowner may reapply for rental approval on an annual basis. Homeowners not receiving approval for renewal of the rental approval from the Board may complete existing active and binding leasing agreements with tenants.

Maintenance of rental properties, including all dwellings, lawn, landscaping, and improvements, is the responsibility of the Homeowner. If such maintenance is not upheld, the Board reserves the right to properly maintain the property at the Homeowner's expense upon 14 days notice. If the Homeowner continues to neglect the rental property, the Board reserves the right to evict the tenants and Homeowner from all properties owned within the Barclay Estates community, including primary residence, as applies.

"For Rent" signs are not permitted at any time on the Homeowner's Lot, exterior of the home or common areas.

Retaining Walls

All retaining walls, including decorative retaining walls, must have backfill within 2" of the top behind the walls. Retaining walls greater than three (3) feet in height are considered to be structural, and must meet or exceed all applicable governmental building codes and zoning ordinances, and must be approved by the Architectural Guidelines Committee.

Sheds

The installation of sheds shall be subject to all applicable village ordinances. Sheds must be located in the rear yard, not visible from the street in front of the Owner's home. Corner lot houses may install a shed with a natural barrier, such as hedges or trees, between the shed and the side street.

Sheds must be mounted on a concrete pad or piers. A concrete pad must have a minimum thickness of 4" and a maximum slope of 1/4" per foot, and must be placed on a compacted granular base, minimum 4" thick. The shed must be attached to the concrete pad with a suitable anchoring device to prevent the shed from moving or tipping over.

Concrete piers must be a minimum of 8" in diameter and be 36" in depth below grade. A minimum of four (4) concrete piers must be used, with the corner posts encased or properly anchored to the piers.

Sheds may not exceed 100 square feet in floor area, nor exceed 12 feet in height (village ordinance). Sheds must have a pitched roof not less than 3/12 (3" rise per foot). Outside surfaces must match style and colors of the main house, such as siding and roofing material. Design and construction of sheds must provide ventilation in the form of ventilation grates, roof vents, or other such ventilation mechanisms. Sheds must be

equipped with latched doors or other locking mechanism. Any electrical installations to the shed must comply with applicable village ordinances.

Signs

No permanent sign of any kind shall be erected within the properties. The following provisions constitute written consent for certain limited applications:

- a. "For Sale" signs are limited to one standard type "Realtor" or commercially available "By Owner" sign per home, placed on the front lawn area only.
- b. Special occasion signs such as Birthdays, Birth, etc. supplied by a sign rental company may be displayed for no longer than one week and may exceed standard size limitations.
- c. Political signs may be displayed on a Homeowner's private property only, and are limited to one per issue or candidate. Political signs shall only be installed 60 days prior to the upcoming election and must be removed within 6 days following the election.
- d. Four (4) GARAGE SALE signs are allowed for a limited time before and during the garage sale. The signs shall not be put up more than twenty four (24) hours prior to the event, and must be removed upon the close of the event. The signs should be no more than 15 feet from the curb or street line.

Special Assessments

The Board may petition the community for approval of special assessments. Special assessments are required to cover major expenses above and beyond normal Common Expenses. The special assessment petition must include:

- 1) Description of expense to be covered
- 2) Reason for special assessment
- 3) Amount of special assessment

The Board must present the special assessment to the community at an open meeting. Petitions will then be sent out to the community following the open meeting. The community will be given 30 days from the date of the open meeting to approve or deny the special assessment. Approval of the special assessment will be made by simple majority vote by participating Homeowners. Upon approval, an assessment letter will be sent to Homeowners for payment within 30 days.

TCEA

TCEA Homeowners are responsible for maintaining the natural beauty of the Tree Conservation Easement Area forest. As defined by the community, this means that the TCEA Homeowners may not remove any tree or trees from the Tree Conservation Easement Area. A tree is defined as any live and healthy tree having a 3" or larger diameter trunk, measured 2' from the base of the tree. When removing living trees, plants, or vegetation with trunks under 3", hereby referred to as underbrush, the TCEA Homeowners must install and/or maintain a moisture barrier, such as mulch or leaves in

the effected area or otherwise provide for a natural moisture barrier on the forest floor. Grass or sod may not be used to replace underbrush.

Diseased, dying, or dead tree or trees of any size may be trimmed and/or removed at the Homeowner's expense, or left to nature's due course. Removed trees must be replaced by a tree that will grow to similar stature as the removed tree; or a moisture barrier, if it is deemed by an arborist and communicated to the Board that a planted tree would not survive in the given location.

TCEA Homeowners are permitted to place moveable items within the Tree Conservation Easement Area such as chairs, benches, picnic tables, bird baths, stepping stones, decorative lighting, and non-permanent arbors, but may not construct any permanent structures such as fences, decks, patios, pools, sheds or accessory buildings.

Term Limits

Board Members are to be elected at an annual meeting of Homeowners. Eligible Board Members must own their primary residence in the Barclay Estates community. Board Members may not run for re-election after two (2) consecutive terms. Each term consists of two (2) years. If unopposed, Board Members may elect to remain in office or step down at the end of their second or consecutive terms. Ex-Board Members may run for re-election one term after leaving office. No more than one (1) Board Member from a single dwelling may serve on the Board during the same term or overlapping terms. If a Board Member moves from the community or is otherwise deposed from the Association Board, the vacated seat will be filled by appointment of the Board for the remainder of the term.

Use of Association Funds for Community-Building events

The Board may elect to utilize funds from the Association budget to support community-building events or activities, provided a line item in the budget has been added for such items.

BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION RULES & REGULATIONS

SECTION IV – A&A PROCESS

Prior to submitting for permit with the Village for work to be done on the exterior of homes within the Barclay Estates Neighborhood Association, an Additions and Alterations Form must be submitted, reviewed, and approved by the Architectural Review Committee and the Board.

The process for submitting the A&A Form is as follows:

- 1) Contact the Management Office for the latest copy of the A&A Form. When we have an Association website up and running, the latest copy of the A&A Form will be made available electronically.
- 2) Fill out the A&A Form, including your name, address, contact phone number, type of work to be performed, description of work in as much detail as needed to communicate the change, and Plat Survey (for items such as fences, decks, etc.) showing the location of the proposed alteration.
- 3) Sign and submit a copy of the A&A Form to the Management Office.
- 4) Allow 1 – 2 weeks for processing, review, and approval, depending on the size and scope of the alteration. If any of the reviewing bodies have any questions, they will contact you at the phone number listed on your form.
- 5) You should receive a letter approving or denying your alteration 1 – 2 weeks after submittal to the Management Office. If you do not, please contact the Management Office or a Board Member for status.
- 6) Once you receive your approval letter, you may submit your request to the Village for permit.
- 7) Once you receive your permit # from the Village, forward this information on to the Management Office for our records.

BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION RULES & REGULATIONS

SECTION V – VIOLATIONS AND FINE POLICY

Resident Cooperation

Unless the Board, through the Property Manager, is notified of rule infractions by homeowners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing homeowners, each resident's cooperation and participation is encouraged.

Written Warnings & Violation Notices

Written warnings and violation notices are issued by the Property Manager, or persons authorized by the Board to do so, to the party allegedly committing the violation or allowing family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs:

- a. The Association receives a Witness Violation Complaint.
- b. The Association receives a letter of complaint, which includes 1) the name, address, and phone number of the complaining witness; 2) the Owner's name and/or address where the alleged violating person resides; and 3) the specific details or description of the violation, including date, time, and location where it was alleged to have occurred.
- c. A Board Member or the Property Manager issues a witness statement based on his or her own observations.

Written Warnings

Written warning for the first offense of a particular rule will be sent by U.S. Postal Service regular mail to the Owner of record, within 10 business days of the report of the alleged violation. The warning will include specifics of the alleged violation and, as applicable, a photo of the alleged infraction, as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule.

The Owner has the right to ask for a hearing to protest the written warning within fourteen (14) days of the date post-marked on the written warning letter.

Notice of Violation (NOV)

If an offense is of an ongoing nature, such as a fence violation, pool violation, etc., or subsequent violation complaints are received in regards to the same rule within one year of a previous complaint, or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. Postal Service

certified mail to the Owner of record within 10 business days of the report of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of the fine to be imposed by default unless a hearing is requested within fourteen (14) business days after the receipt of the NOV.

If no hearing is requested, the Board will then have a right to make a ruling and assess the stated fine. Non-receipt of notification does not preclude the Board from rendering a ruling on the alleged infraction. All fines must be paid within one (1) month of the fine assessment by the Board.

Hearings

Provided the NOV recipient has properly requested a hearing, this person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the NOV recipient will have the opportunity to defend him or herself. All hearings will proceed with or without the presence of the accused Owner. The person signing the witness statement alleging the violation may be present. The decision of the Board or its duly authorized committee shall be rendered in writing within five (5) days after the hearing and such decision shall be binding upon all parties.

Penalties & Fines

All assessed fines must be paid in full within one (1) month of their assessment. Failure to pay the fine will result in a \$100 per month addition to the fine amount. Payment of fines does not constitute compliance until the matter in question has been corrected. Noncompliance beyond 6 months will initiate legal action up to and including Forcible Entry and Detainer (eviction) by the Board of Directors, with costs of collections and legal fees assessed to the Homeowner.

Legal action up to and including Forcible Entry and Detainer (eviction) for homes will be taken against homes with unpaid fines of \$1000 or more, with costs of collections and legal fees assessed to the Homeowner.

A. Rules and Regulations Violations that occur within a one-year period carry the standard fines as follows:

Violation	Notification	Fine
1 st offense	Written Warning	No fine assessed
2 nd offense	NOV	Minimum \$50 fine
Violations of continuing nature	Written Warning with NOV	Minimum \$500 fine

The Board is granted discretion to deviate, upwards or downwards, from the fine schedule as it deems necessary depending on the circumstances of a particular violation. The remedies described herein are not exclusive.

B. Architectural Guidelines Violations

Failure to submit required A&A Form	Minimum \$50 fine
Failure to submit required A&A Form within two (2) weeks after being fined per step one	\$100 per month until the modification is submitted and approved.
Installations that are not in compliance with the Architectural Guidelines or By-laws	Minimum \$250 fine
Failure to bring installations into compliance	\$100 per month until the modification is brought into compliance and approved.

C. Costs

In the event of any violation of the Covenants, By-laws, Architectural Guidelines, or Rules & Regulations, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner.

BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION RULES & REGULATIONS

SECTION VI – ASSESSMENTS

Annual Association Assessment notices will be sent out on the second Friday of December and **payment is due by the first business day of January** of the New Year. Any assessment payment received thirty (30) days after the due date will be charged a \$25 late fee. Delinquency beyond 6 months will initiate legal action by the Board of Directors, with costs of collections and legal fees assessed to the Homeowner.

All Homeowners within the Barclay Estates Neighborhood are members of the Association, and as such, are responsible for supporting the Association by means of payment of annual assessments and from time-to-time special assessments. Homeowners who fail to support the community in payment of their assessments in accordance with Section 6, item (g), of Article 5 of the Declarations may, beyond fines and legal action otherwise detailed in these Rules & Regulations, face eviction from the community as set forth in the Forcible Entry and Detainer provisions of the Illinois Compiled Statutes.

**BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION
RULES & REGULATIONS**

SECTION VII – TRANSFER OF OWNERSHIP

Prior to any closing of a home, proper documentation must be obtained from the Association's agent. The seller, their attorney, or agent can request these documents. A request for assessment letter form can be obtained from the Management Office's closing department. The costs associated with the sale or refinance of each home are shown in Exhibit B.

All charges must be paid at closing or they will be charged back to the unit Owner's account.

**BARCLAY ESTATES NEIGHBORHOOD ASSOCIATION
RULES & REGULATIONS**

SECTION VIII – PETITIONING FOR CHANGE

The Board of Directors has adopted these Rules & Regulations in the belief that they reflect the requirements of the Declaration of Covenants, Conditions, and Restrictions and the will of the majority of residents. Requests for changes can be made in writing or in person through the Property Manager or directly to the Board. The Board on at least an annual basis will consider all requests for changes in good faith.

EXHIBIT A – REAR YARD/FENCE LOCATION

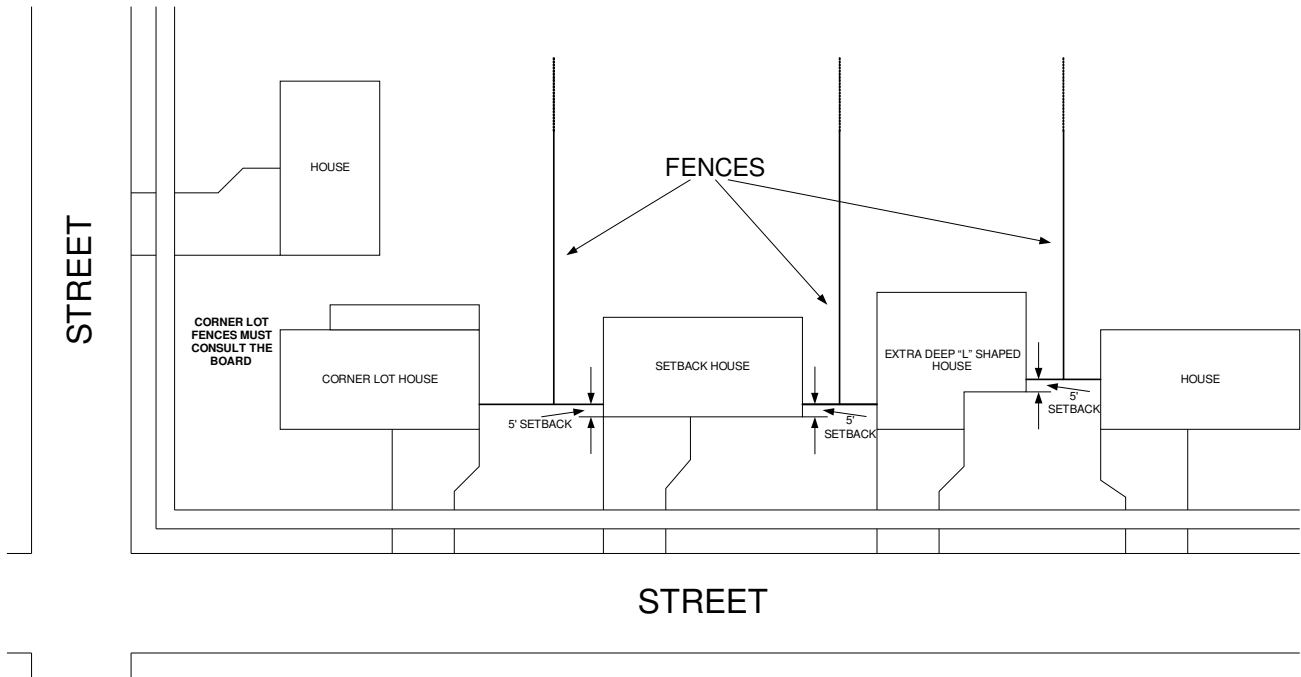


EXHIBIT B – TRANSFER OF OWNERSHIP FEE SCHEDULE

Sep 27 05 08:07a

Property Specialists

16307786226

p.2

PROPERTY SPECIALISTS, INC.
5999 S. New Wilke Road, Suite 108
Rolling Meadows, IL 60008

EFFECTIVE: January 1, 2005

ADDENDUM A

COST OF SERVICES NOT INCLUDED IN CONTRACT

ADDITIONAL ASSOCIATION CHARGES:

Photo-Copying \$.15 per page
Assessment Coupon Books \$3.25 per book
Administrative Supplies (stationary, postage, envelopes, etc.) - At Cost
Special Assessments \$1.00 per unit per month for the length of the special assessment.
Facsimile \$0.50 per page
Clerical \$35.00 per hour
Meeting Attendance - 2 Hour Maximum \$25.00 per Half Hour Afterwards

HOMEOWNER SERVICES:

Closings

Assessment Letter	\$75.00
Assessment Letter with 48 Hours or Less Notice	\$150.00
Mortgage Questionnaire Form	\$10.00 per page
Copy of Decs & By-Laws	\$25.00
Copy of Rules & Regulations	\$10.00
Pre-Closing Exterior Inspection	\$30.00

All charges must be paid by the selling owner prior to or at closing.

Refinancing

Assessment Letter	\$35.00
Assessment Letter with 48 Hours or Less Notice	\$75.00
Mortgage Questionnaire Form	\$10.00 per page
Copy of Decs & By-Laws	\$25.00

All charges must be paid at closing or they will be charged back to the unit owner's account.

Legal Collection

Turnover to Atty for Collection with Account Ledger	\$50.00
N.S.F. Check Charge	\$15.00
Court Appearance	\$50.00 per hour
Eviction Attendance	\$75.00 per hour

Should you have any questions regarding this or any other matter, please feel free to call me directly.

Sincerely,

Tracy Hill, President
rev.08/11/04

Subject to Change Without Prior Notice